

Contract for the sale and purchase of land 2019 edition

TERM
 vendor's agent

MEANING OF TERM

NSW DAN:

Southlands Estate Agents
Southlands Shopping Centre
Shop 9, 2 Birmingham Road, South Penrith NSW 2750
 Phone: 02 4721 1111 Ref: Nicole Bailey

co-agent
 vendor

vendor's solicitor

One Group Legal Pty Limited
 Level 1, 22-24 Regent Street, Kogarah NSW 2217
 PO Box 754, Kogarah NSW 1485 – DX 11111 Kogarah
 Tel: 02 8566 2000 Fax: 02 8566 2001 Ref: SH:TK:12727

date for completion
 land (address,
 plan details and
 title reference)

42nd day after the contract date (clause 15)
3 Coreen Avenue, Penrith NSW 2750
Lot 85 on Deposited Plan 31157
Folio Identifier 85/31157

improvements

☒ VACANT POSSESSION ☐ subject to existing tenancies
☒ HOUSE ☒ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☐ other:

attached copies

documents in the List of Documents as marked or numbered:
 other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions

☒ blinds ☐ dishwasher ☒ light fittings ☒ stove
☒ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☐ pool equipment
☒ clothes line ☒ insect screens ☐ solar panels ☒ TV antenna
☒ curtains ☒ other: Wall air conditioner, Smoke/heat detector, Central heating and Shed.

exclusions

purchaser

purchaser's solicitor

price

deposit

balance

(10% of the price, unless otherwise stated)

contract date

(if not stated, the date this contract was made)

buyer's agent

vendor

GST AMOUNT (optional)
 The price includes
 GST of: \$

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

ChoicesVendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yesNominated **Electronic Lodgment Network (ELN)** (clause 30): PEXA**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make a **GSTRW payment**
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of **GSTRW payment**: \$**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land	☐ 32 property certificate for strata common property
☒ 2 plan of the land	☐ 33 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 34 strata by-laws
☐ 4 plan of land to be subdivided	☐ 35 strata development contract or statement
☐ 5 document to be lodged with a relevant plan	☐ 36 strata management statement
☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	☐ 37 strata renewal proposal
☒ 7 additional information included in that certificate under section 10.7(5)	☐ 38 strata renewal plan
☒ 8 sewerage infrastructure location diagram (service location diagram)	☐ 39 leasehold strata - lease of lot and common property
☒ 9 sewer lines location diagram (sewerage service diagram)	☐ 40 property certificate for neighbourhood property
☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 41 plan creating neighbourhood property
☐ 11 <i>planning agreement</i>	☐ 42 neighbourhood development contract
☐ 12 section 88G certificate (positive covenant)	☐ 43 neighbourhood management statement
☐ 13 survey report	☐ 44 property certificate for precinct property
☐ 14 building information certificate or building certificate given under <i>legislation</i>	☐ 45 plan creating precinct property
☐ 15 lease (with every relevant memorandum or variation)	☐ 46 precinct development contract
☐ 16 other document relevant to tenancies	☐ 47 precinct management statement
☐ 17 licence benefiting the land	☐ 48 property certificate for community property
☐ 18 old system document	☐ 49 plan creating community property
☐ 19 Crown purchase statement of account	☐ 50 community development contract
☐ 20 building management statement	☐ 51 community management statement
☐ 21 form of requisitions	☐ 52 document disclosing a change of by-laws
☐ 22 <i>clearance certificate</i>	☐ 53 document disclosing a change in a development or management contract or statement
☒ 23 land tax certificate	☐ 54 document disclosing a change in boundaries
Home Building Act 1989	☐ 55 information certificate under Strata Schemes Management Act 2015
☐ 24 insurance certificate	☐ 56 information certificate under Community Land Management Act 1989
☐ 25 brochure or warning	☐ 57 disclosure statement - off the plan contract
☐ 26 evidence of alternative indemnity cover	☐ 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
☐ 27 certificate of compliance	☐ 59
☐ 28 evidence of registration	
☐ 29 relevant occupation certificate	
☐ 30 certificate of non-compliance	
☐ 31 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Tel:

E:

SECTION 66W CERTIFICATE

I, _____, of _____, certify as follows:

1. I am a Solicitor/Licensed Conveyancer currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **3 Coreen Avenue, Penrith**, from **Mina Salim** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Mina Salim** and am not employed in the legal practice of a solicitor acting for **Mina Salim** nor am I a member or employee of a firm of which a solicitor acting for **Mina Salim** is a member or employee; and
4. I have explained to
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in *italics* is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an undorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
 - 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
 - 3.5.1 the purchaser serves a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
 - 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
 - 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
 - 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must serve at least 14 days before the date for completion –
 - 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –
 - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything served by the vendor - *within* 21 days after the later of the contract date and that service; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.
 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
 16.7.1 the price less any:
 • deposit paid;
 • *FRCGW remittance* payable;
 • *GSTRW payment*; and
 • amount payable by the vendor to the purchaser under this contract; and
 16.7.2 any other amount payable by the purchaser under this contract.
 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
 16.11.1 if a special completion address is stated in this contract - that address; or
 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
 17.2 The vendor does not have to give vacant possession if –
 17.2.1 this contract says that the sale is subject to existing tenancies; and
 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
 18.2 The purchaser must not before completion –
 18.2.1 let or part with possession of any of the *property*;
 18.2.2 make any change or structural alteration or addition to the *property*; or
 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
 18.3 The purchaser must until completion –
 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
 25.1.1 is under qualified, limited or old system title; or
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
 25.4.1 shows its date, general nature, names of parties and any registration number; and
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 25.5.3 *normally*, need not include a Crown grant; and
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
 25.6.1 in this contract 'transfer' means conveyance;
 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 Normally, the vendor must within 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, within 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must within 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 **Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

3 Coreen Avenue PENRITH NSW 2750

33. Amendments to Printed Contract

Clauses 1 to 32 are amended as follows:

- (1) **clause 1** - delete the definitions of "GST rate" and "within";
- (2) **clause 1** - replace the definition of "bank" with:

"*bank*" an Australian-owned bank, foreign subsidiary bank or an Australian branch of a foreign bank, but not a building society or credit union, as published by the Australian Prudential Regulation Authority as at Completion";
- (3) **clause 1** - add the words "from any competent authority or adjoining owner" after the word "order" in the definition of *work order*;
- (4) **clause 2.2** - delete the word "*Normally*";
- (5) **clause 2.4** - delete the words "cash (up to \$2,000) or";
- (6) **clause 2.5** - delete the words "is lost as soon as" and replace with the words "continues even after";
- (7) **clause 2.9** - delete and replace with the following clause:

"If the Vendor instructs the depositholder to do so, the depositholder must invest the deposit (at the risk of the party who becomes entitled to it) with a bank in an interest bearing account in NSW, payable at call, with interest to be reinvested and:

 - 2.9.1 if the Contract is completed, pay the interest 50% to the vendor and 50% to the purchaser, after deduction of all proper government taxes and financial institution charges and other charges; and
 - 2.9.2 if the Contract is terminated, pay all interest to the party entitled to the deposit, after deduction of all proper government taxes and financial institution charges and other charges.

The vendor and purchaser acknowledge that:

- 2.9.3 they are aware of the tax file number provisions contained in Part VA of the *Income Tax Assessment Act 1936* (Cth) (**Tax Act**); and
- 2.9.4 where the deposit is invested but the depositholder has not received the tax file number of either party, tax will be deducted from the interest earned on the deposit calculated at the highest marginal tax rate or as otherwise specified under the Tax Act.



The purchaser acknowledges that the vendor is not liable to account to the purchaser for any non investment of the deposit by the depositholder.”;

- (8) **clauses 3, 4.2, 4.3 and 5** - delete;
- (9) **clause 6.1** - replace the words “(as to the property, the title or anything else and whether substantial or not)” with the words “(as to the property or the title to the land)”.
- (10) **clause 7.1** - after “rescind” insert the words “(and need not establish reasonable grounds for doing so)”;
- (11) **clause 7.1.1** - delete;
- (12) **clause 7.1.3** - substitute “7 days” in place of “14 days”;
- (13) **clause 7.2.1** - delete;
- (14) **clause 8.2.2** - delete the word “can” and replace with the word “cannot”;
- (15) **clause 10.1** - add the words “or delay Completion” after the words “make a claim or *requisition*”;
- (16) **clauses 10.1.8 and 10.1.9** - replace the word “substance” with the word “existence”;
- (17) **clause 10.1.9** - replace “.” with “; or” and add the following clause:
 - “10.1.10 any Claim, grant, notice, order or declaration in connection with native title, land rights or heritage protection under legislation, the common law or otherwise.”;
- (18) **clause 10.2** - delete the words “*rescind* or *terminate*” and replace with the words “make any *requisition* or Claim, delay Completion or rescind or terminate this Contract”;
- (19) **clause 10.4** - add the following new clause:
 - “10.4 For the purposes of this clause 10, the vendor discloses all of the information appearing in the copy documents attached to this Contract even if this Contract does not refer to that disclosure.”;
- (20) **clause 11** - delete;
- (21) **clauses 12.1 and 12.2** - delete;
- (22) **clause 13.1 to 13.12** - delete;
- (23) **clause 13.13.3** – add the words “and in any event by no later than 4:00pm on the completion date” after the word “completion”.
- (24) **clause 13.13.5** – add the following new clause 13.13.5:

"13.13.5 clauses 13.13.2 to 13.13.4 shall not apply if this transaction is conducted as an electronic transaction in accordance with clause 30."

(25) **clause 14.4.2** - delete and replace with the following clause:

"by adjusting the amount of land tax payable (calculated on a multiple holding basis and at the premium land tax marginal rate) in respect of the Property."

(26) **clause 14.8** - add the words "by any competent authority" after the word "started";

(27) **clause 15** - delete;

(28) **clause 16.8** - delete;

(29) **clause 16.12** - add "unless the nominated place is *within* the city of Sydney" at the end of the clause;

(30) **clause 17.2.2** - replace the word "provisions" with the word "existence";

(31) **clause 18.7** - delete the words "none is payable" and replace with:

"the amount payable will be the average amount based on three rent appraisals that the vendor obtains from three local real estate agents";

(32) **clause 19.2.3** - delete;

(33) **clause 19.3** - add the following new clause:

"19.3 The purchaser's only remedy for a breach of a warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2005* is the remedy prescribed by that regulation.";

(34) **clause 20.4** - add the words "or guarantor" after the word "party";

(35) **clause 20.6** - add the word "Normally" at the beginning of this clause;

(36) **clause 20.6.3** - add after the word "died":

"(and this clause 20.6.3 also applies to any document in an action in connection with this Contract including any writ or summons or other originating process)";

(37) **clause 20.6.6** - delete "and" at the end of the clause;

(38) **clause 20.6.7** - replace the full stop at the end of the clause with"; and";

(39) **clause 20.6.8** - add the following new clause:

"20.6.8 For the purpose of clause 20.6.5, a document is taken to have been received when the transmission has been completed unless:



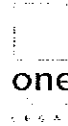
- (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been served; or
 - (b) the time of dispatch is later than 5.00pm on a business day in the place to which the document is sent, in which case it is taken to have been served at 9.00am on the next business day at that place.
- (40) **clause 23** – General conditions 23.9.1, 23.9.4, 23.13 and 23.14 shall not apply to this Contract.
- (41) **clauses 26 to 29 (inclusive)** - delete.
- (42) **clause 31.4** – delete.

34. Definitions and Interpretation

34.1 Definitions

In this Contract these terms (in any form) mean:

- (1) **Approvals** means any approval, authorisation, permit, licence, consent, clearance, exemption or the like which is required to be issued by or obtained from an Authority or any other person whether by reason of that person having an interest in the Property or otherwise in connection with the Property.
- (2) **Authority** means any federal, state or local government, semi government, quasi government or other body or authority statutory or otherwise including but not limited to any court or tribunal.
- (3) **Business Day** means any day other than a Saturday, Sunday, public holiday in New South Wales or a day on which banks are not open for business in Sydney, New South Wales.
- (4) **Claim** means any claim, allegation, suit, action, demand, cause of action or proceeding of any kind made under or in connection with this Contract or the Property whether or not it arises at law or in any other way.
- (5) **Completion** means completion of this Contract and 'complete' and 'completed' have corresponding meanings.
- (6) **Completion Date** means the date being 6 weeks after the date of this Contract.
- (7) **Contaminant** means the presence in on or under the Land, including the groundwater, of Pollution or a Substance (including asbestos) at a concentration above the concentration at which the Pollution or Substance is normally present in, on or under (respectively) land in the same locality which:
 - (a) presents a risk of harm to human health or any aspect of the Environment;
 - (b) breaches any Environmental Law or other law; or
 - (c) could result in an Authority issuing a notice in respect of the Pollution or Substance,
 and **Contamination, Contaminated** and **Contaminate** have a corresponding meaning.
- (8) **Contract** means the Standard Form and these special conditions including all schedules and exhibits and annexures to the Standard Form and these special conditions.
- (9) **Costs** include:
 - (a) costs, charges and expenses, including those incurred in connection with advisers, experts and consultants (including legal costs calculated on a solicitor and own client basis);



- (b) damages, losses, injury (whether actual or contingent) suffered or incurred by a party; and
 - (c) any fines, penalties, interest or similar item imposed by any legislation.
- (10) **Discharge** means a registrable discharge or withdrawal of an Encumbrance.
- (11) **Encumbrance** includes a mortgage or charge as defined in the *Real Property Act 1900* (NSW) or caveat.
- (12) **Environment** has the meaning given to it in the *Contaminated Lands Management Act 1997* (NSW), as amended from time to time.
- (13) **Environmental Law** means all laws, regulations, orders, notices, ordinances or applicable standards or policies of any Authority relating to or dealing with:
 - (a) planning;
 - (b) the Environment, including its protection from harm;
 - (c) health;
 - (d) any Contaminant;
 - (e) the disposal, discharge or treatment of any Contaminant; or
 - (f) any spill, leakage, Contaminant or remediation of a Contaminant,and all related lawful Approvals.
- (14) **Environmental Liability** means any obligation, expense, penalty or fine under any Environmental Law which would or could be imposed upon the Purchaser or any occupier of the Property as a result of activities carried on during the ownership or occupation of the Property by the Vendor, or by the Vendor's predecessors in title or by any previous occupier of the Property.
- (15) **Exclusion** means any chattel, goods, fixture, fitting, furnishing, plant or equipment which is:
 - (a) owned by a Tenant;
 - (b) not owned by the Vendor; or
 - (c) noted specifically in this Contract as an Exclusion.
- (16) **GST** means GST as defined in the GST Act.
- (17) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.
- (18) **GST Law** has the same meaning given to that term in the GST Act.

(19) **Inclusions:**

- (a) means chattels, fixtures, fittings, plant, equipment on the Property at Completion which are owned by the Vendor, including any rubbish; and
- (b) does not include the Exclusions.

(20) **Insolvency Event** means any of these events:

- (a) an order is made that a party be wound up;
- (b) an order appointing a liquidator or provisional liquidator in respect of a party, or any one of them is appointed, whether or not under an order;
- (c) except to reconstruct or amalgamate while solvent on terms approved by the other party acting reasonably, a party entered into, or resolved to enter into, a scheme of arrangement, deed of company arrangement or composition with, or an assignment for the benefit of, all or any class of its creditors, or proposes a reorganisation, moratorium or other administration involving any of them;
- (d) a party resolves to wind itself up, or otherwise dissolve itself, or give notice of an intention to do so (except to reconstruct or amalgamate while solvent on terms approved by the other party) or is otherwise wound up or dissolved;
- (e) a party is or states that it is insolvent;
- (f) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), a party is taken to have failed to comply with a statutory demand;
- (g) a party is or makes a statement from which it may be reasonably deduced by the Vendor that the body corporate is the subject of any event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth);
- (h) a party takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation;
- (i) a party becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) or action is taken which could result in that event;
- (j) a resolution is passed to appoint an administrator or an administrator is appointed to a party;
- (k) a receiver or a receiver and manager is appointed to a party;
- (l) a mortgagee takes possession of any one of the assets or undertakings of a party; or

- (m) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.
- (21) **Land** means the whole of the land comprised in the lot and plan as noted on the front page of the Standard Form.
- (22) **Liability** includes any Cost arising from or in connection with a Claim or any other liability, cost, claim, action, allegation, suit, action, demand, cause of action or proceeding.
- (23) **Material** means all and any materials, advertising, reports, documentation and information in the possession or control of the Vendor's selling agent or the Vendor at the Contract date which relate to the Property.
- (24) **Object** means delay or attempt to delay Completion, make or assert a Claim, rescind or terminate or attempt to rescind or terminate or withhold or require a retention of all or part of the Price.
- (25) **Pollution** has the meaning given to it in the *Protection of the Environment Operations Act 1997* (NSW), as amended from time to time.
- (26) **Property** means the property which is the subject of this Contract, as noted on the front page of the Standard Form and includes the Inclusions.
- (27) **Service Providers** includes Council or any Authority, and any company in the business of supplying Services to the public.
- (28) **Services** includes communication, drainage, garbage, electricity, gas, oil, sewerage, telephone or water service.
- (29) **Specified Rate** means 10% per annum.
- (30) **Standard Form** means the standard form contract for the sale of land – 2019 edition that forms part of this Contract.
- (31) **Substance** means any solid, liquid or gas and any radiation, radioactivity or magnetic activity.
- (32) **Tenancy** means the tenancies and other occupation and use rights relating to the Property as disclosed in the Tenancy Document.
- (33) **Tenancy Document** means a document setting out or relating to the terms of a tenancy, lease or licence (including any document varying the terms of a tenancy, lease or licence), copies of which are attached to this Contract.
- (34) **Tenancy Fee** means all amounts payable (exclusive of GST) by a Tenant (if any) to the Vendor under a Tenancy in respect of rent, licence fees, contributions to outgoings or expenses or any other periodic amounts payable to the Vendor under any Tenancy.
- (35) **Tenant** means a person who is entitled to use or occupy a part of the Property under any Tenancy.

34.2 Interpretation

Unless the contrary intention appears, a reference in this Contract to:

- (1) **(variations or replacement)** a document (including this Contract) includes any variation or replacement of it;
- (2) **(clauses, annexures, exhibits and schedules)** a clause, annexure, exhibit or schedule is a reference to a clause in, annexure, exhibit or schedule to this Contract;
- (3) **(reference to statutes)** a reference to a statute, regulation, proclamation, ordinance, code, by-law or other law includes all statutes, regulations, proclamations, ordinances, codes, by-laws and other instruments under it and variations, consolidations, amendments, re-enactments or replacements of any of them;
- (4) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (5) **(singular includes plural)** the singular includes the plural and vice versa;
- (6) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any authority;
- (7) **(executors, administrators, successors)** a reference to a person includes the person's executors, administrators, successors, substitutes (including persons taking by permitted novation), and permitted transferees and assigns;
- (8) **(body ceases to exist)** a body or authority includes a reference, if that body or authority ceases to exist, to the body or authority which has substantially the same functions and objects as the first body or authority;
- (9) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (10) **(jointly and severally)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (11) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (12) **(dollars)** Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia;
- (13) **(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (14) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

- (15) (**meaning not limited**) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (16) (**next day**) except as otherwise provided in these special conditions, if an act under this Contract to be done by a party on or by a given day is done after 5.00 pm on that day, it is taken to be done on the next day;
- (17) (**reference to any thing**) any thing (including any amount) is a reference to the whole and each part of it;
- (18) (**meaning of term**) unless otherwise provided in these special conditions, any capitalised term used in these special conditions have the same meaning attributed to it on the front page of the Standard Form;
- (19) (**gender**) wording importing gender includes any gender;
- (20) (**headings**) headings are inserted for convenience and do not affect interpretation of this Contract;
- (21) (**meaning of words and phrases**) a word or phrase which is defined in the Standard Form has the same meaning in these additional terms, unless otherwise defined in clause 34.1 ("Definitions");
- (22) (**defined terms**) despite clause 1 of this Contract, the terms defined in clause 1 and clause 34.1 ("Definitions") are defined terms whether or not those terms are in italics;
- (23) (**inconsistency**) in the event of any inconsistency between these special conditions and the Standard Form, these special conditions prevail;
- (24) (**rules of construction**) no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Contract or any part of it;
- (25) (**severance**) any provision of this Contract which is prohibited or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective only to the extent of that prohibition or unenforceability and does not invalidate the remaining provisions of this Contract or affect the validity or enforceability of the provisions in any other jurisdiction; and
- (26) (**indemnities**) each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the party indemnifying and continues after Completion or termination. It is not necessary for the other party to incur expense or make payment before enforcing a right of indemnity under this Contract. A party giving an indemnity agrees to pay amounts due under that indemnity on demand from the indemnified party.

35. Purchaser Acknowledgments, Representations and Warranties

35.1 General acknowledgments

- (1) The Purchaser acknowledges and agrees that:
 - (a) this Contract constitutes the whole agreement between the parties;
 - (b) the Purchaser has relied entirely on the Purchaser's own enquiries relating to, and inspection of, the Property and the use to which the Property may be put;
 - (c) the Purchaser has had sufficient opportunity to carry out investigations and make enquiries in connection with the Property before signing this Contract;
 - (d) without limiting the operation of clause 35.1(1)(e), the Purchaser is purchasing the Property in its present state of repair and condition
 - (e) subject to any law to the contrary, the Purchaser has had the opportunity to make enquiries in respect of the Property before entering into this Contract and waives its right to make any requisitions or Object after the date of this Contract;
 - (f) despite sections 66J-66O of the *Conveyancing Act 1919* (NSW), the Purchaser may not make any objection, requisition, Claim, delay Completion or rescind or terminate in connection with the state of repair or condition of, or any latent or patent defect in quality in, the Property or any plant, equipment or improvements after the Contract date;
 - (g) the Purchaser has not entered into this Contract in reliance on any representation, promise, warranty, express or implied statement or document made or provided by the Vendor or on its behalf in respect of any matter relating to the Property or its purchase (except as expressly provided in this Contract) including as to:
 - (i) the reasonableness, or accuracy or amount of any budget, feasibility, financial return or income and expenses relating to the Property, including any included in this Contract;
 - (ii) the accuracy or otherwise of any survey, geotechnical report, or other report, proposal, plan or like document furnished to the Purchaser;
 - (iii) the availability or otherwise of any Approval;
 - (iv) any proposals for the Property or any surrounding area;
 - (v) the availability or otherwise of any agreement or consent from any Licensee or proposed Licensee;
 - (vi) any rights relating to the Property;
 - (vii) the existence or absence of any Environmental Liability;

- (viii) the roof or surface water drainage from the Property being connected to a sewerage service;
 - (ix) the position or applicability of any flood levels;
 - (x) the condition or existence or non-existence of any Services or other services provided to the Property;
 - (xi) the existence or non-existence of any easements or other rights in respect of a service;
 - (xii) the existence or absence of any manufacturer or supplier warranties for any plant, equipment or other things included in the sale; or
 - (xiii) the current or future zoning and planning restrictions (including all planning Approvals) on and in respect of the Property and the use to which the Property may be put and the development of the Property;
- (h) to the maximum extent permissible by law and equity, the Vendor is not liable to the Purchaser in connection with any information, representation or warranty provided or made by or on behalf of the Vendor; and
- (i) if documents or copies of documents were attached to this Contract other than by the Vendor, the person attaching them did so as agent for the Vendor.
- (2) The Purchaser must not make any requisition or Claim, delay Completion, rescind or terminate because of anything in connection with any of the matters referred to in clause 35.1(1).

35.2 Materials

The Purchaser acknowledges that:

- (1) the Materials were provided to the Purchaser for information purposes only and neither the Vendor nor any of the Vendor's consultants warrant the accuracy, currency, reliability or completeness of any of the contents of the Materials;
- (2) subject to any statutory rights that cannot be excluded, no responsibility is assumed by the Vendor or any of the Vendor's consultants in respect of the contents of or omissions from the Materials; and
- (3) it has not relied on any material contained in the Materials as a statement or representation of fact or as to any further matter, but has satisfied itself as to the correctness of the information by independent investigations.

35.3 Title

The Purchaser:

- (1) accepts title to the Property subject to all matters disclosed, noted or referred to in this Contract and must Complete this Contract despite those matters; and
- (2) must not make any objection, requisition, Claim, delay Completion or rescind or terminate this Contract in connection with any matter disclosed in this Contract.

35.4 Risk

The parties agree that the risk in respect of damage to the Property passes to the Purchaser on the earlier of the Purchaser taking possession of the property or on Completion.

35.5 Services

The Purchaser takes title subject to, and is not entitled to make any requisition or Claim, delay Completion or rescind or terminate this Contract in connection with or arising from the following matters:

- (1) the nature, location, non-availability or availability of any Services (including pipes, cables or wires) to or relating to the Property;
- (2) the existence of any defects in any Services (including pipes, cables and wires) available to the Property;
- (3) the existence or non-existence of any easements, privileges or rights in respect of any Service affecting or benefiting the Property or any entitlement to use those Services;
- (4) the presence of any sewer, manhole or vent on the Property; and
- (5) any water or sewerage main or any underground or surface storm water drain passing through, over or under the Property.

35.6 Purchaser Warranties

The Purchaser represents and warrants that:

- (1) the Purchaser has full power and authority to enter into this Contract and to perform its obligations;
- (2) the Purchaser has the financial capacity to perform its obligations under this Contract;
- (3) the Purchaser is entering into this Contract in its own right, and not in a capacity as trustee, agent or custodian;
- (4) the Purchaser does not require the consent of any third party to enter into this Contract or perform its obligations;
- (5) it has made its own enquiries in relation to the Property and is aware of any affectations or proposals;
- (6) it accepts title subject to and must not make any objection, requisition, Claim for compensation, delay Completion, rescind or terminate or purport to rescind or

terminate in respect of any matter disclosed in this Contract including any matter arising out of any documents referred to in this Contract;

- (7) it has inspected the planning certificate and instruments referred to in the planning certificate; and
- (8) it is aware of all restrictions on development of the Property.

36. Environmental Liability

36.1 Contaminants

The Purchaser purchases the Property subject to whatever Contaminants and Pollution are in, on or under the Property or any improvements on it (whether or not disclosed in the Environmental Documents), and the Purchaser:

- (1) agrees and acknowledges that neither the Vendor nor any of the Vendor's employees or agents have made any warranties or representations in this regard; and
- (2) is not entitled to make any objection, requisition, Claim (whether under this Contract or otherwise), delay Completion or purport to rescind or terminate this Contract in respect of the presence of any Contaminant or Pollution (whether or not disclosed in the Environmental Documents or elsewhere in this Contract).

36.2 Purchaser Acknowledgements

The Purchaser acknowledges that:

- (1) the Purchaser has examined, or chosen not to examine, the Property in respect of any Environmental Liability matters and obtained, or chosen not to obtain, its own advice in respect of any Environmental Liability matters; and
- (2) the Vendor makes no warranty or representation as to any Environmental Liability matters.

36.3 Responsibility and Liability for Contaminants

On and from Completion the Purchaser assumes all responsibility and liability for and associated with all Contaminants or Pollution in, on or under the Property and any improvements on it (including any Contamination or Pollution caused during or prior to the period that the Property was owned by the Vendor, and whether or not the Contamination or Pollution is disclosed in the Environmental Documents or the Due Diligence Materials) including full responsibility for compliance with (to the extent permitted by law) and liability under all Environmental Laws, whether or not the condition, circumstance, Contamination or Pollution occurred prior to or after the date of Completion, or is known or disclosed by the Vendor.

36.4 Release and Indemnity

From Completion the Purchaser releases and must indemnify the Vendor on demand from and against all:

- (1) Environmental Liability;
- (2) Liability or Cost suffered or incurred by the Vendor in respect of any default by the Purchaser under clause 36.3 ("Responsibility and Liability for Contaminants");
- (3) Liability or Cost suffered or incurred by the Vendor in respect of any:
 - (a) direction, notice or order given or made under an Environmental Law;
 - (b) breach of an Environmental Law;
 - (c) claim in respect of Contamination or Pollution present on or which has migrated or migrates from the Property (whether or not the Contamination or Pollution is disclosed in this Contract or the Materials; or
 - (d) claim in respect of the storage or disposal of any material containing the Contaminants or Pollution on the Property.

36.5 No Merger

Clause 36 ("Environmental Liability") does not merge on Completion.

37. Completion

37.1 Completion Date

Completion of this Contract must occur on or before 4:30pm on the Completion Date.

37.2 Notice to Complete

- (1) If Completion does not occur in accordance with clause 37.1 ("Completion Date"), a party who is not in default and is ready, willing and able to proceed to completion may serve a notice on the defaulting party at any time after 4:30pm on the Completion Date:
 - (a) requiring the other party to complete not less than 14 days from (and including) the date of service of the notice; and
 - (b) making time of the essence.
- (2) The parties agree that the period of 14 days in clause 37.2(1)(a) is reasonable and sufficient time to complete this Contract.
- (3) The party that served the notice may withdraw it at any time without prejudice to its right to serve a further notice under clause 37.2(1).

37.3 Interest

- (1) Without limiting any other right of the Vendor, if Completion takes place after the Completion Date, it is an essential term of this Contract that, on Completion, the Purchaser must pay, by way of liquidated damages, interest to the Vendor calculated on the unpaid balance of the Price at the Specified Rate on a daily

basis from but excluding the Completion Date to and including the date on which this Contract is completed. The Purchaser need not pay interest for any period where the delay in Completion is caused solely by the Vendor.

- (2) The liquidated damages payable under clause 37.3(1) is the Vendor's genuine pre estimate of the damage suffered by the Vendor due to the Purchaser's failure to complete on the Completion Date.

37.4 Removal of Charges

The Vendor is not required to remove any charge on the Property for a rate, tax or outgoing until settlement. The Vendor will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the Property for any rate, tax or outgoing and will be entitled to serve a notice to complete under clause 37.2 on the Purchaser notwithstanding that at the time that notice to complete is issued or at any time thereafter, there is a charge on the Property for any rate, tax or outgoing.

38. Dividing Fences

The Vendor is not required to contribute to the Cost of building, repairing or replacing any dividing fence between the Property and any adjoining land and the Purchaser waives any right to claim contribution from the Vendor.

39. GST

39.1 Construction

In this clause 39:

- (1) words and expressions which are not defined in this contract but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (2) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999*; and
- (3) **GST Law** has the meaning given to that expression in the GST Act.

39.2 Consideration and GST

The Price excludes any GST payable on the supply of the Property to the Purchaser under or in connection with this Contract.

39.3 Margin Scheme

If GST applies to the supply of the Property to the Purchaser under or in connection with this Contract, subject to the margin scheme being available in accordance with Div 75 of the GST Act, the parties agree that the margin scheme is to apply to the supply of the Property under this Contract.

39.4 Payment of GST

Except where the consideration for the supply expressly includes GST, if GST is payable on any supply made under this Contract, the recipient will pay the supplier an additional amount equal to the GST payable on the supply.

39.5 Timing of GST Payment

The recipient will pay the amount referred to in clause 38.4 in addition to and at the same time that GST has been determined as being payable in respect of the supply of the Property to the Purchaser under or in connection with this Contract.

39.6 Tax Invoice

The Vendor will not provide the Purchaser with a tax invoice to the extent the margin scheme applies to a supply made under this Contract.

39.7 Non Merger

This clause 39 of this Contract shall not merge on completion.

40. Inclusions and Exclusions

- (1) The Inclusions that are on the Property at Completion are included in the sale.
- (2) The Purchaser acknowledges that excluded from the sale are the Exclusions.
- (3) The Purchaser acknowledges that it has satisfied itself as to the nature and extent of the Inclusions and Exclusions and acknowledges that the Purchaser is not entitled to make any objection, requisition, Claim for compensation, delay Completion, rescind or terminate by reason of any matter, fact or thing relating to the nature, ownership or existence of any Inclusion or Exclusion or because at Completion items which are not included in the sale are located on the Property.
- (4) The Inclusions become the property of the Purchaser on Completion, and the Vendor need not give formal delivery of the Inclusions.
- (5) The Vendor makes no representation or warranty as to the state of repair or condition of the Inclusions and the Purchaser accepts the Inclusions in their state of repair and condition at the Contract date.
- (6) The Purchaser must not make any requisition or Claim, delay Completion or rescind or terminate in connection with any loss of or damage to the Inclusions occurring after Completion (including under sections 66J-66O of the *Conveyancing Act 1919* (NSW)) or in relation to any Claim on the grounds that any Inclusion is defective or unfit for the purpose for which it was built or installed or fails to operate properly or at all.
- (7) Where any part of the Property is the subject of a Tenancy, the Vendor makes no representation or warranty as to what, if any, chattels, fixtures, fittings, plant and equipment are the Property of the Vendor and what, if any, fixtures and

fittings are the Property of any Tenancy and the Purchaser acknowledges having satisfied itself in this regard prior to signing this Contract.

41. FIRB Approval

The Purchaser warrants that the *Foreign Acquisitions and Takeovers Act 1975* (Cth) does not apply to the Purchaser or to the Purchaser entering this Contract.

42. Agent

- (1) The Purchaser acknowledges to the Vendor that it has not been introduced to the sale by any real estate agent other than the agents named on the front page of this Contract (if any).
- (2) In the event of a breach of the acknowledgement in clause 42(1), the Purchaser indemnifies the Vendor against any Liability or Cost of the Vendor to pay commission or any expenses to any real estate agent other than the agents named on the front page of this Contract (if any).

43. Tenancies

43.1 Purchaser Acknowledgements

The Purchaser acknowledges that:

- (1) the Property is sold subject to the Tenancy and the Purchaser will accept title to the Property subject to the Tenancy and any matter relating to the Tenancy; and
- (2) subject to the terms and conditions of this Contract, it has inspected and has satisfied itself in all respects about the Tenancy Documents.

43.2 Covenants

For the same consideration expressed in this Contract, the Vendor assigns to the Purchaser as and from Completion the benefit of all covenants under or contained in the Tenancy on the part of the Tenant in favour of the Vendor, whether or not they touch and concern or run with the Land.

43.3 No Warranty

The Vendor does not represent or warrant that:

- (1) any Tenancy is valid or enforceable;
- (2) any Tenancy will be in force at Completion;
- (3) any Tenant will not vacate prior to Completion; or
- (4) the Tenant will not be in default on or prior to Completion.

43.4 Compliance with Tenancy Obligations

- (1) Until and including the date of Completion, the Vendor will comply with its obligations as landlord under each Tenancy Document.
- (2) From Completion the Purchaser must comply with the Vendor's obligations as landlord in connection with the Tenancy and any Tenancy Document. The Purchaser indemnifies the Vendor against any Liability or Cost in connection with the Purchaser or a successor in title to the Purchaser not complying with the Purchaser's obligations under this clause 43.4(2).

43.5 Dealing with Tenancies

The Vendor may deal with the assignment of any Tenancy, vary a Tenancy, determine or change the Tenancy Fee, accept a surrender or termination of any Tenancy, or terminate any Tenancy without requiring the consent of the Purchaser.

43.6 No Claim

The Purchaser must not make any objection, requisition, Claim, delay Completion, rescind or terminate in respect of anything or any matter referred to in the Tenancy Documents or this clause 43.

44. Tenancy Fee Adjustments

44.1 Adjustment for Tenancy Fee

- (1) On Completion, the parties must adjust:
 - (a) any prepaid Tenancy Fee (calculated on a daily basis) for each relevant current period in accordance with clause 14; and
 - (b) any Tenancy Fee which is outstanding and remains outstanding at the adjustment date, for the period current at completion (**Outstanding Amount**), in accordance with clause 14 as if paid for that period and the Purchaser must allow to the Vendor the Vendor's proportion of the Outstanding Amount for that period.
- (2) Subject to clause 44.1(1)(b), if any Outstanding Amount remains unpaid to the Vendor at Completion, then any payment made after Completion to the Purchaser by a Tenant (to which the Outstanding Amount relates to) must be forwarded by the Purchaser to the Vendor until the Outstanding Amount is paid.
- (3) If an Outstanding Amount is adjusted in accordance with clause 44.1(1)(b), the Purchaser is entitled to recover the Vendor's portion of that Outstanding Amount for the relevant period from the Tenant.
- (4) This clause 44 does not merge on Completion.

45. Death and Incapacity

45.1 Incapacity

Without in any matter negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause 45 ("Incapacity") not been included, it is agreed that if, prior to Completion, an Insolvency Event occurs in relation to a party or any guarantor of the Purchaser's obligations under this Contract then that party, or in the case of the Guarantor, the Purchaser, shall be deemed to be permanently in default of an essential condition of this Contract and the provisions of clause 9 ("Purchaser's default") apply.

45.2 Death

If before completion a party, being an individual, dies or becomes mentally ill, the other party may rescind this Contract.

46. Adjustments

On completion, the Purchaser must pay the Vendor the following:

- (1) the amount of \$440.00 if the Vendor issues a Notice to Complete because Completion does not occur by the Completion Date; and
- (2) the amount of \$165.00 if settlement does not proceed on the Completion Date because of any matter or thing caused or contributed to by the Purchaser or the Purchaser's mortgagee.

47. Release of Deposit

At request of the Vendor, the Purchaser shall authorise the depositholder to release the deposit monies paid pursuant to the terms of this Contract the following:

- (1) up to the whole amount of deposit to enable the Vendor to utilise the same as deposit monies on a contemporaneous purchase transaction; and/or
- (2) stamp duty on any contemporaneous purchase transaction.

48. Deposit Less Than Ten Percent

48.1 Notwithstanding anything else contained in this Contract, if the Vendor agrees to accept a deposit of less than 10% on the date of this Contract, then the deposit shall be paid as follows:

- (1) the sum of \$ on the date hereof;
- (2) the balance of \$ to be paid on the Completion Date,

and in this respect time shall be of the essence.

48.2 The Purchaser acknowledges that the Vendor has agreed to accept payment of the deposit in accordance with clause 48.1 for the sole benefit of the Purchaser. The

Purchaser further acknowledges that payment of the balance of the deposit does not constitute a penalty under this Contract, as it is the monies the Vendor would otherwise have been entitled to on exchange.

49. General

49.1 No Warranty

The Vendor does not warrant the accuracy or completeness of the Materials.

49.2 Encumbrances

If on Completion there is noted on the certificate of title for the Land any Encumbrance which the Purchaser has not agreed to accept (other than a caveat referred to in clause 47.3 ("Purchaser's caveat")) then the Purchaser must accept a duly executed Discharge which will remove the Encumbrance so far as it affects the title to the Land, and the Vendor allows the applicable registration fee to the Purchaser.

49.3 Purchaser's Caveats

If a caveat lodged by the Purchaser or by any person claiming through the Purchaser affects the title to the Land at Completion, then the Purchaser may not require the Vendor to have that caveat withdrawn or give a withdrawal of caveat, and must Complete this Contract despite the caveat.

49.4 Entire Agreement

This Contract and any deed or agreement contemplated by this Contract constitutes the entire agreement of the parties about the sale of the Property and supersedes all previous agreements, understandings and negotiations on the sale of the Property.

49.5 No merger

- (1) Any provision of this Contract capable of having effect after the Completion Date does not merge on transfer of the Land and continues to have effect.
- (2) The warranties (except those implied by law) and agreements in this Contract do not merge on Completion.

49.6 Waiver

- (1) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of any right, power or remedy provided by law or under this Contract by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this Contract.
- (2) Any waiver or consent given by any party under this Contract will only be effective and binding on that party if it is given or confirmed in writing by that party.
- (3) No waiver of a breach of any term of this Contract will operate as a waiver of another breach of that term or of a breach of any other term of this Contract.

49.7 Governing Law and Jurisdiction

This Contract is governed by the law in force in New South Wales. Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

49.8 Variation

A variation of any term of this Contract must be in writing and signed by the parties or the parties' solicitors.

49.9 Rights Cumulative

The rights of the parties under or arising out of this Contract are cumulative and do not exclude any other right of the parties.

49.10 Vendor May Act by Agent

Any thing that the Vendor is required to or may do under or arising out of this Contract may be done by the Vendor's Solicitors, agent or authorised employee.

49.11 Purchaser May Act by Agent

Any thing that the Purchaser is required to or may do under or arising out of this Contract may be done by the Purchaser's Solicitors, agent or authorised employee.

49.12 Due Dates Must be Business Days

If the date on which anything is to be done under this Contract is not a Business Day, then that thing must be done by the next Business Day.

49.13 Excluded Warranties

The parties are not bound by any warranty, representation, agreement or implied term under the general law or imposed under statute unless:

- (1) such warranty, representation, agreement or term is contained in the express terms of this Contract; or
- (2) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.

49.14 Further Action

Each party must:

- (1) use its reasonable efforts to do all things necessary and desirable; and
- (2) sign such further documentation as may be reasonably requested by the other party,

to give full effect to this Contract.

49.15 Stamp Duty

- (1) The Purchaser must pay all stamp duty (including any fines or penalties) payable on this Contract, on any instruments entered into under this Contract and in respect of any transaction evidenced by this Contract.
- (2) The Purchaser indemnifies the Vendor for any claims, actions, demands costs or liabilities arising due to the Purchaser's failure to comply with clause 49.15(1).

49.16 Costs

The Vendor and the Purchaser will each pay their own consultant, surveyor and legal fees except to the extent otherwise provided under this Contract.

50. Christmas Period

Nothing in this Contract shall have the effect of requiring either party to complete this Contract between 23 December 2021 and 10 January 2022.

51. Guarantee and Indemnity

If the Purchaser is a company (other than a public company listed on the Australian Stock Exchange) it is an essential term of this Contract that the Purchaser cause a guarantee and indemnity in the form of **Annexure A** to be executed by the directors of the Purchaser.

52. Vendor Disclosure

The Vendor discloses and the Purchaser acknowledges that the drainage diagram from the sewerage authority is not available in the ordinary course of administration in respect of the Property. The Purchaser must not make any requisition, objection, claim for compensation or rescind or terminate this Contract in relation to the disclosure contained in this clause 52.

Annexure A

Guarantee & Indemnity

1. Guarantee

In consideration of the Vendor at the request of the Guarantor entering into this Contract with the purchaser the Guarantor covenants and agrees with the Vendor that:

- (a) the Guarantor will be jointly and severally liable with the Purchaser to the Vendor for the due payment of all moneys to be paid by the Purchaser under this Contract and the due performance and observance by the Purchaser of all the covenants terms and conditions of this Contract on the part of the Purchaser to be performed and observed;
- (b) the Guarantor will indemnify the Vendor and at all times hereafter will keep the Vendor indemnified from and against all losses and expenses which the Vendor may suffer or incur in consequence of any breach or non-observance of any of the covenants terms and conditions of this Contract on the part of the Purchaser to be performed or observed and the Guarantor agrees that it will remain liable to the Vendor under this indemnity notwithstanding as a consequence of such breach or non-observance the vendor has exercised any of its rights under this Contract and notwithstanding that the Purchaser being a company may be wound up or dissolved, or being a natural person may be declared bankrupt, and notwithstanding that any guarantee given by the Guarantor may for any reason whatsoever be unenforceable either in whole or in part;
- (c) on any default or failure by the Purchaser to observe and perform any of the covenants terms and conditions of this Contract the Guarantor will make good to the vendor all losses and expenses sustained or incurred by the Vendor, including payment of any moneys payable by the Purchaser under this contract, by reason or in consequence of any such default or failure by the Purchaser in the payment of the balance of the purchase price or in performing or observing any of the covenants terms and conditions of this contract without the necessity of any prior demand having been made on the Purchaser;
- (d) the liability of the Guarantor under this clause will not be affected by the granting of time or any other indulgence to or making any composition with the Purchaser or the Guarantor or by the compounding compromise release abandonment waiver variation amendment or renewal of any of the rights of the Vendor against the Purchaser or of the obligations of the Purchaser in terms of this Contract or by any neglect or omission to enforce such rights or by the release or impairment of any securities held for the enforcement of the obligations under this Contract or by any other thing which under the law relating to sureties would or might but for this provision release the Guarantor in whole or in part from its obligations under this clause;
- (e) notwithstanding that as between the Guarantor and the Purchaser the Guarantor may be a surety only as between the Guarantor and the Vendor the Guarantor will be deemed to be a primary debtor and contractor jointly and severally with the Purchaser;



- (f) to the fullest extent permitted by law the Guarantor hereby waives such of their rights as surety or indemnifier whether legal equitable statutory or otherwise which may at any time be inconsistent with any of the provisions of the guarantee and indemnity contained in this clause;
- (g) the covenants and agreements made or given by the Guarantor will not be conditional or contingent in any way or dependent upon the validity or enforceability of the covenants and agreements of any other person and shall be and remain binding notwithstanding that any other person will not have executed or duly executed this Contract or this guarantee and indemnity;
- (h) the obligations of the Guarantor under the guarantee and indemnity contained in this clause will continue and remain in force until all moneys payable by the Purchaser have been paid and until all other obligations and indemnities have been performed observed and satisfied and such obligations will not be reduced or affected by the death insolvency liquidation or dissolution of the Purchaser or the Guarantor or any of them;
- (i) where there is more than one person or corporation which together constitute the Guarantor to this Contract the obligations and liabilities of each and every person or corporation shall be joint and several;
- (j) the liability of the Guarantor will not be impaired by the covenants of the Purchaser herein or by any other instrument or transaction becoming illegal invalid void or unenforceable by reason of any past present or future statute matter act or omission by any person;
- (k) the liability of the Guarantor will not be impaired by the absence of any notice to the Guarantor of default by the Purchaser or by any other Guarantor;
- (l) the liability of the Guarantor will not be impaired by the existence now or at any future time of any legal disability in the Purchaser or any Guarantor;
- (m) no payment will operate to discharge or reduce the Guarantor's liability if such payment is voidable as a preference under any law relating to bankruptcy or the winding up of companies and no grant of discharge or release consequent upon such payment shall discharge the liability of the Guarantor hereunder; and
- (n) the Guarantor's liability hereunder will not be affected by any claim or right to set-off or cross-action which the Purchaser may have or claim to have against the vendor on any account whatsoever nor will the Guarantor be entitled to any set-off against the Vendor.

2. Further Covenants by Guarantor

- (a) In order to give full effect to the provisions of this guarantee the Guarantor hereby covenants that in the event of the bankruptcy or liquidation of the Purchaser or any Guarantor, the Guarantor will not prove in any such bankruptcy or liquidation in competition with the Vendor and the Guarantor hereby irrevocably authorises the vendor to prove as the Guarantor's attorney for all moneys which the Guarantor has paid on behalf of the Purchaser or to which the Guarantor may be entitled by way of contribution from any other Guarantor and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any amounts so received until the Vendor will with



the aid thereof have been paid one hundred cents in the dollar in respect of the indebtedness of the Purchaser or the Guarantor as the case may be. The Guarantor hereby waives in favour of the Vendor all rights whatsoever which the Guarantor may at any time have against the Vendor the Purchaser another Guarantor or any other persons their estate and assets so far as necessary to give effect to this clause.

3. Identity of Guarantor/s

In this Annexure A, "Guarantor" means:

(insert name/s) of Guarantor/s

(insert address/es)

**SIGNED, SEALED AND DELIVERED by
the Guarantor/s**

Signature of witness

Signature/s of Guarantor/s

Name of witness

Name/s of Guarantor/s

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interest of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 85/31157

SEARCH DATE	TIME	EDITION NO	DATE
3/2/2021	12:27 PM	8	24/10/2019

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 85 IN DEPOSITED PLAN 31157
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND
TITLE DIAGRAM DP31157

FIRST SCHEDULE

MINA SALIM

(CN AP630092)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 J304334 COVENANT
- 3 AI679902 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

12727

PRINTED ON 3/2/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 95B(2) of the Real Property Act 1900.

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Received: 03/02/2021 12:27:55

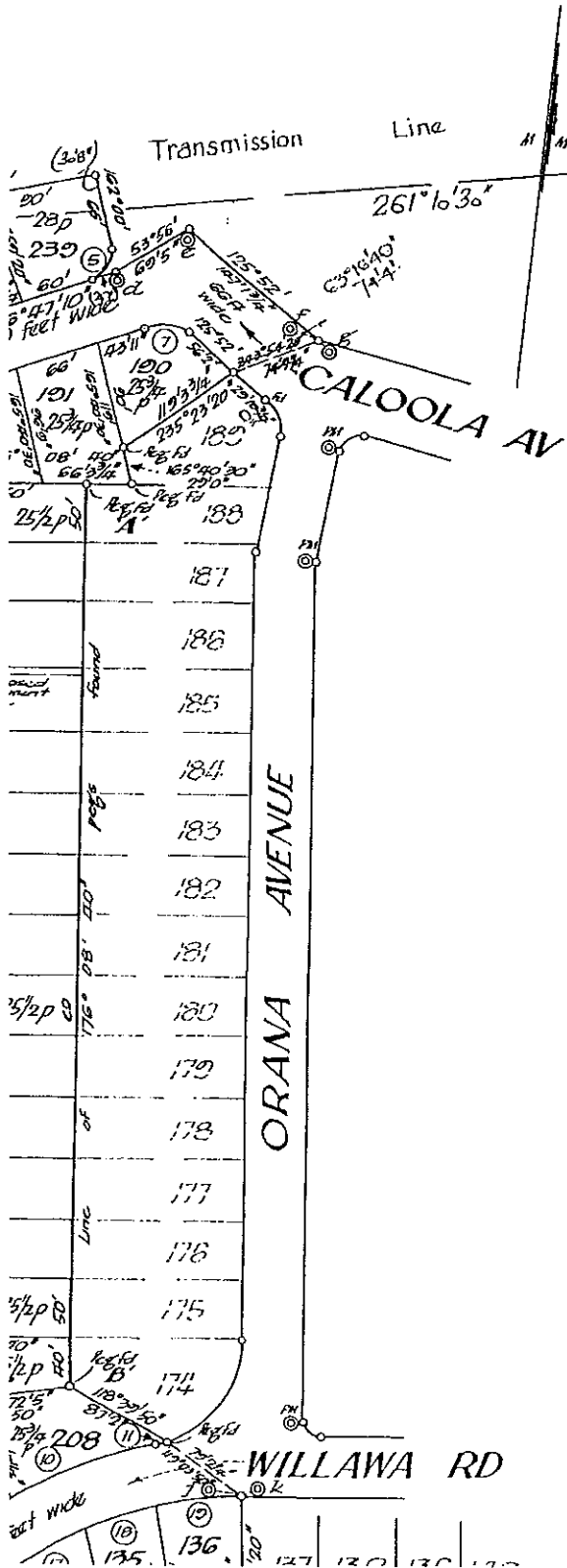
It is intended to dedicate
Arakoon Avenue
Corcoran Avenue
the extension of

SHEET 1
(of 2 sheets)

PLAN

Por. 91

of the land in Conveyance No 1092 Bk 496
Bathurst County of Cumberland
Scale: 100 feet to an inch



140.0' wide Vide S.B. 16842
to Cor. refixed from R.M. Rd at Richmond Rd.

This is the plan numbered & registered as
DISSENTING PLAN No. 31157 (E)
on the 18th day of November 1960
J. J. J. J. J.
REGISTRAR GENERAL

CURVES

No	Arc	Chord	Radius
1	50' 6 3/8"	6" 29' 03"	50' 3"
2	"	27" 09' 48"	"
3	"	47" 50' 53"	"
4	21' 0 3/8"	62" 25'	21' 0 3/8"
5	32' 5"	24' 23' 35"	21' 10 3/8"
6	110' 11 1/2"	31' 27' 55"	104' 1"
7	36' 4 3/8"	56' 10' 35"	34' 9 5/8"
8	88' 0 3/4"	112' 57' 20"	71' 4 3/8"
9	38' 0 3/8"	57' 40"	38' 0"
10	122' 4 3/8"	245' 10' 110"	121' 8 1/8"
11	50'	252' 35' 30"	50'
12	58' 44 3/4"	20' 36' 05"	55' 1 1/2"
13	78' 11 3/8"	209' 36' 05"	66' 8 7/8"
14	83' 9 5/8"	11' 08' 55"	82' 10 1/8"
15	28' 5 5/8"	31' 15"	28' 5 5/8"
16	76' 6 7/8"	43' 04' 43"	76' 4 3/8"
17	70' 0"	55' 58' 12"	69' 10 3/8"
18	60' 0"	67' 24' 23"	59' 11"
19	70' 0"	78' 50' 33"	69' 10 3/8"
20	52' 6"	244' 44' 43"	52' 5 5/8"
21	70' 0"	248' 44' 53"	69' 11 3/8"
22	48' 0"	252' 28' 23"	47' 11 3/8"
23	"	255' 33' 26"	"
24	"	258' 38' 33"	"
25	"	261' 43' 38"	"
26	50' 0"	264' 52' 35"	49' 11 3/8"
27	"	268' 05' 23"	"
28	18' 2 1/2"	270' 16' 53"	18' 2 1/2"
29	141' 4 3/8"	45' 52"	127' 3 3/8"
30	46' 8 1/4"	64' 42' 23"	46' 8 1/8"
31	53' 0"	68' 13' 31"	52' 11 3/8"
32	71'	71' 58' 02"	"
33	"	75' 42' 35"	"
34	"	79' 27' 06"	"
35	"	83' 11' 37"	"
36	"	86' 56' 08"	"
37	29' 2 3/4"	89' 50' 10"	29' 2 3/4"
38	15' 0 7/8"	95' 39' 50"	15' 0 7/8"
39	126' 3 3/4"	140' 30' 50"	116' 2"
40	30' 7 1/2"	64' 42' 23"	30' 7 1/2"
41	113' 10 3/8"	68' 13' 31"	43' 10 3/4"
42	"	71' 58' 02"	"
43	"	75' 42' 35"	"
44	"	79' 27' 06"	"
45	"	83' 11' 37"	"
46	"	86' 56' 08"	"
47	24' 1 3/8"	89' 50' 10"	24' 1 3/8"

VE

Requirements attended
to on 11th Oct 1960.
[Signature]

NOTES

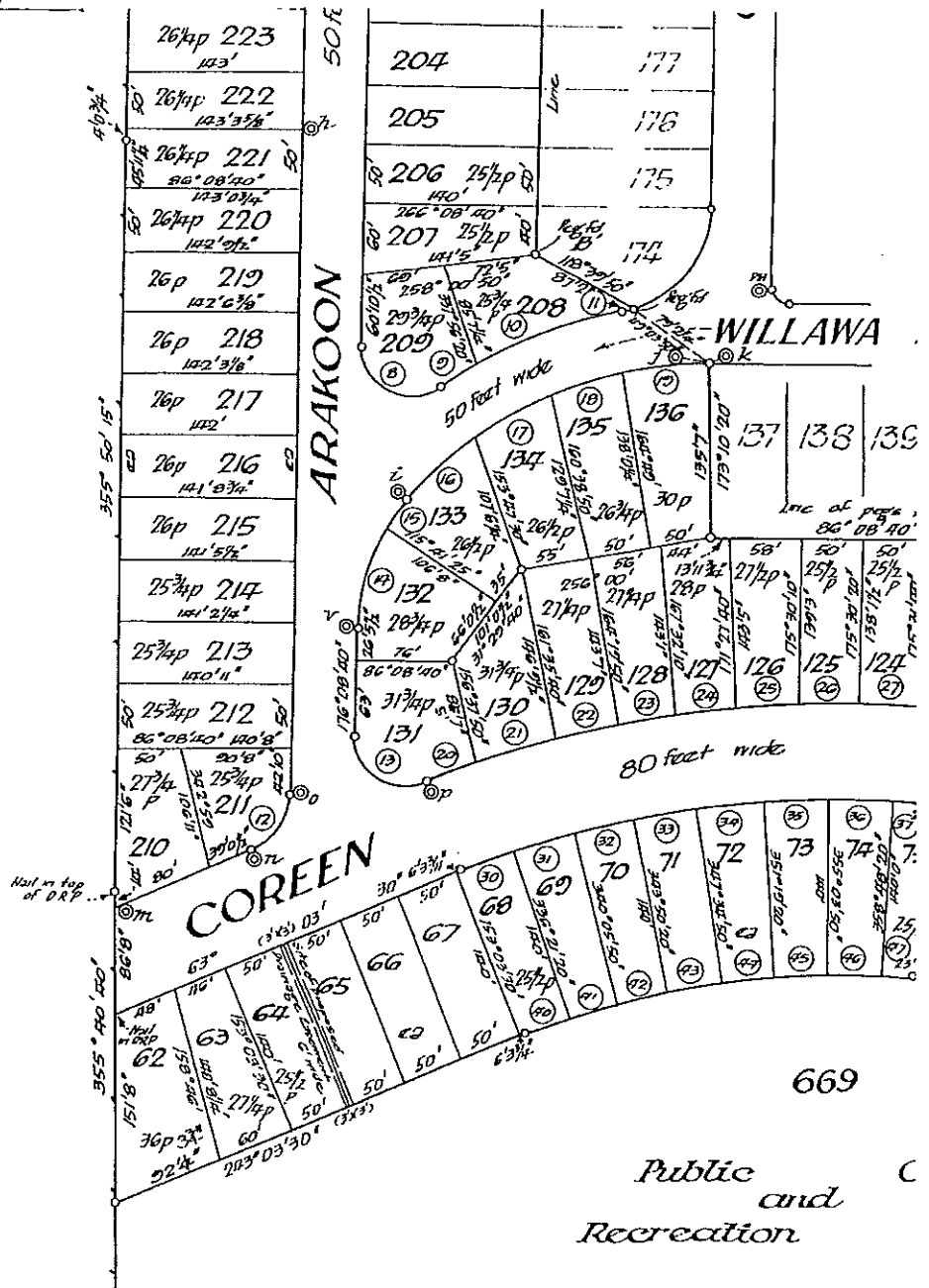
It is intended to dedicate
Arakoon Avenue
Coreen Avenue
the extensions of
Coloopa Avenue & Willawa Road
and the Strip for Road Widening (21.29hp)
to the Public for road purposes

It is intended to create an Easement
6 feet wide over lot 190 for stormwater
drainage appurtenant to Oriana Avenue.

It is intended to create an Easement
8 feet wide over Lot 234 for stormwater
drainage appurtenant to Arakoon Avenue.

It is intended to create an Easement
6 feet wide over Lot 76 for stormwater
drainage appurtenant to Coreen Avenue.

It is intended to create an Easement
6 feet wide over Lots 64-65 for
stormwater drainage appurtenant to
Coreen Avenue.



669

Public and
Recreation

See

Sheet

2rds 10,
27ac. + rd. 354

Certificate No. 12/60

I hereby certify that the requirements of the Local
Government Act 1919, (other than the requirements for
the registration of plans), have been complied with by the
applicant in relation to the proposed SUBDIVISION &
NEW ROADS set out herein.

approved by Council and the Common Seal of the
Municipality of Penrith was hereto affixed pursuant to the
resolution of TWENTY-SIXTH day of

MAY

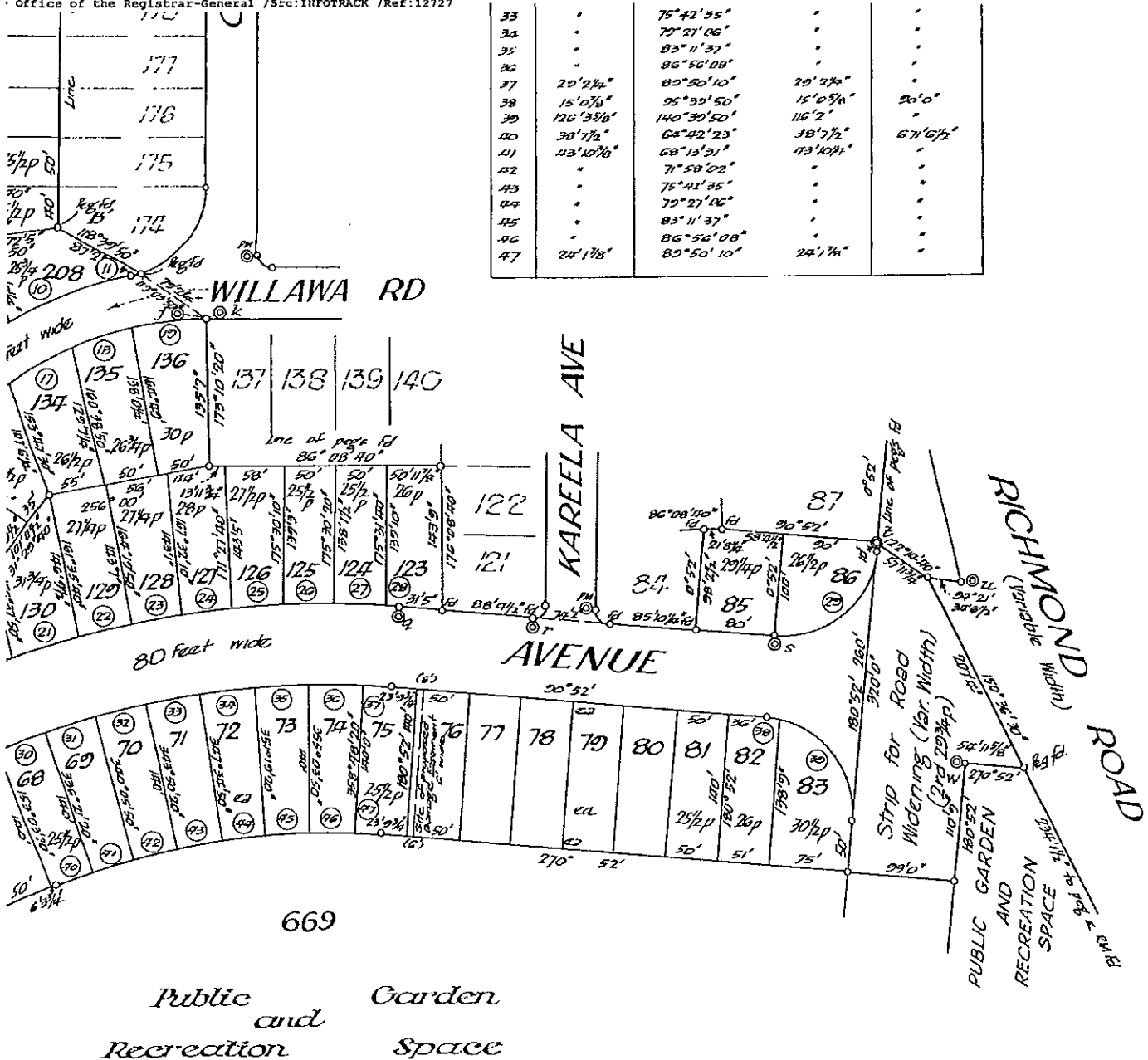
1959

[Signature] MAYOR
[Signature] COUNCIL CLERK

DP 31157@ sh 1/2

Datum Line of Azimuth A-B

D.P. 31157 Sheet 1-2



27ac. ^{2rds 10,} ~~trd.~~ 35 $\frac{1}{2}$ per. Haymeadow

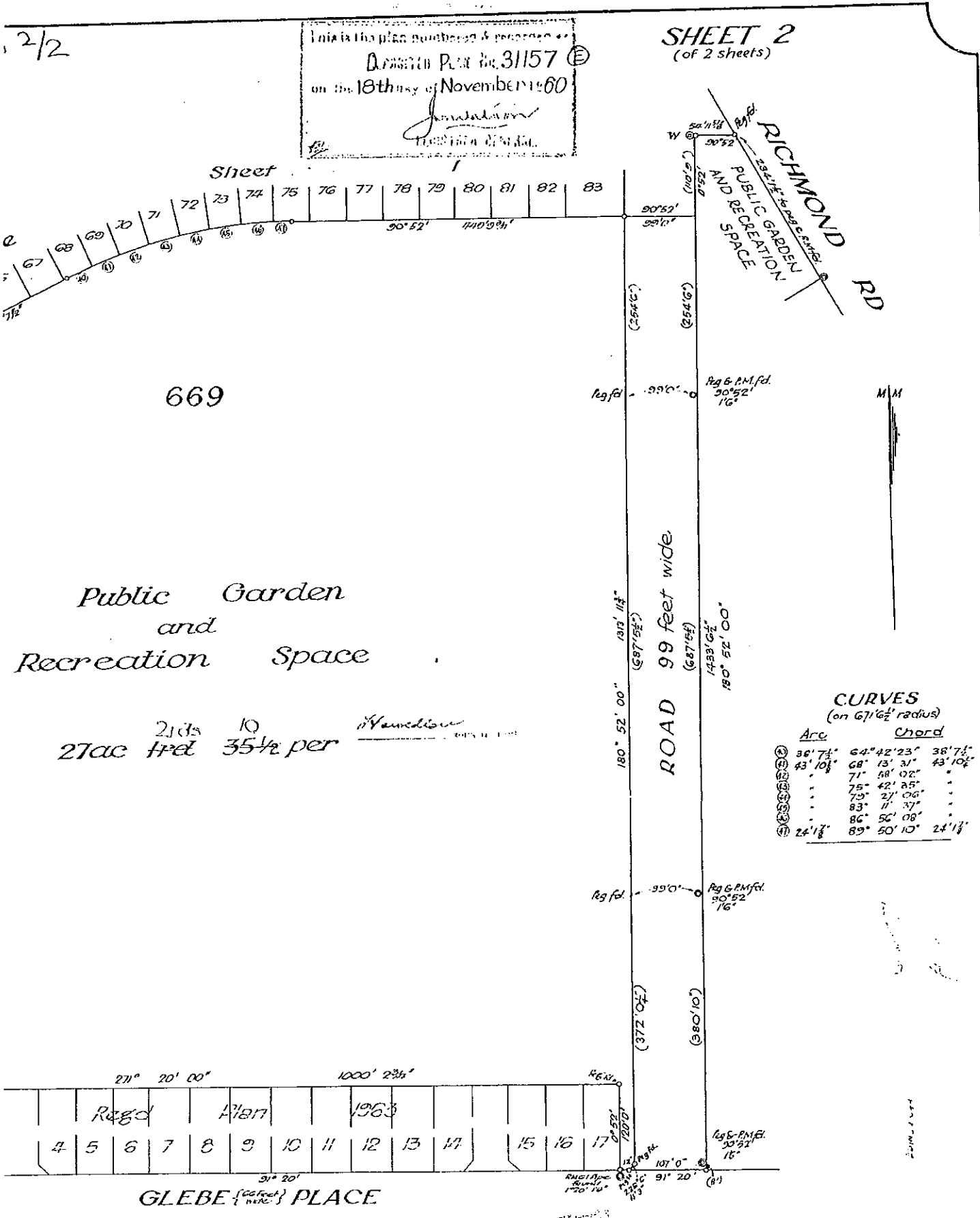
I Kenneth John Morrow of 22 Cooper Street Strathfield a surveyor registered under the Surveyor's Act 1929-1946 hereby certify that the survey represented in this plan is accurate and has been made under my immediate supervision in accordance with the Survey Practice Regulations 1933 and was completed on the 8th day of May 1952

And I hereby solemnly & sincerely declare that the permanent marks have been placed as shown on the plan, and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

Surveyor, registered under the Surveyor's Act 1922-1946

Subscribed, certified & declared before me this 8th day of May 1959 at Strathfield

DP 31157(E) Sh 1/2



CURVES
(on 671 1/2' radius)

Arc	Chord
30° 7 1/2'	64° 42' 23"
43° 10 1/2'	68° 13' 31"
71° 58' 02"	43° 10 1/2'
75° 42' 25"	
75° 27' 06"	
83° 11' 37"	
86° 56' 08"	
24° 1 1/8'	89° 50' 10"

It is intended to dedicate to the Public for recreation purposes the area shown as Public Garden and Recreation Space.
It is intended to dedicate to the Public for road purposes the Road 99 feet wide, and the splayed corner.

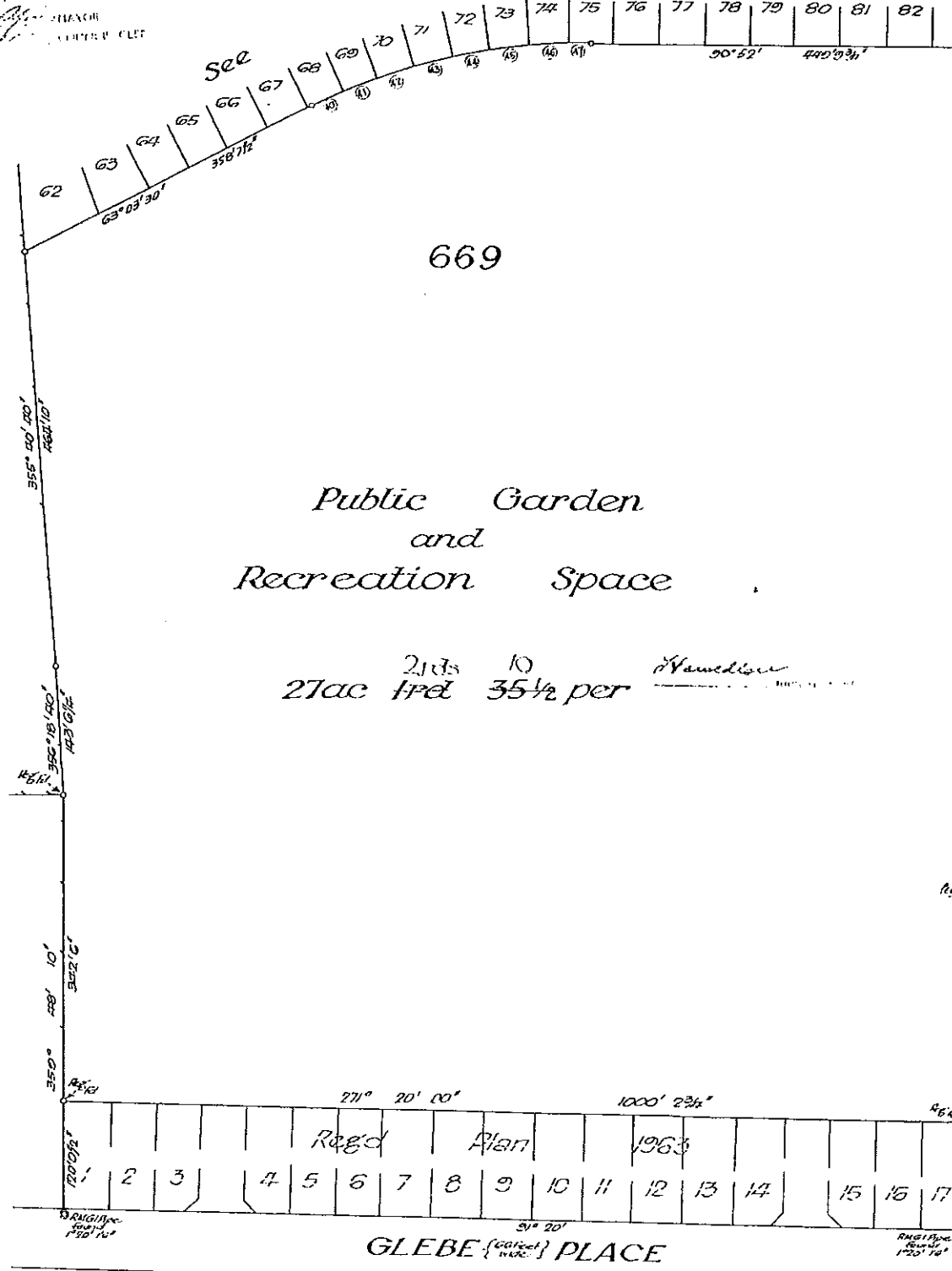
H455109 253 60 D.P. 31157 sh 2/2 (E)

13/60
I hereby certify that the accompanying plan of the Government of New South Wales, in accordance with the registration of plans Act, has been approved with the effect of a resolution of the Council of the City of Sydney, and that the same is a true and correct copy of the original plan as approved by the Council of the City of Sydney.

Approved by the Council of the City of Sydney
Mayor

This is the plan numbered & recorded as
D.P. 31157 (E)
on the 18th day of November 1960
Registrar-General

Sheet										1
62	63	64	65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80	81	82	



Sheet (2)
Drawn by
Registered Surveyor
8th May, 1959

It is intended to dedicate to the Public for recreation purposes the area shown as Public Garden and Recreation Space.
It is intended to dedicate to the Public for road purposes the Road 99 feet wide, and the splayed corner.

D.P. 31157 Sheet 2.2

DP	CONVERSION TAKE ADDED IN REGISTER GENERAL'S DEPARTMENT		METRES	
	31.157	SH 1/2	FEET	INCHES
1	6	1/8	0.937	
1	10	1/4	0.960	
3	-	1/4	0.965	
3	4	1/4	0.914	
3	9	3/4	1.022	
4	0	3/4	1.162	
1	230		1.230	
1	524		1.524	
6	-		1.829	
6	3	3/4	1.924	
8	-		2.358	
7	-		2.743	
10	17		3.230	
11	3		4.261	
13	11	3/4	4.267	
15	0	5/8	4.595	
15	0	5/8	4.594	
18	2	1/2	3.550	
19	4		3.893	
19	11	7/8	6.093	
20	-		6.096	
20	0	3/4	6.115	
21	0	3/8	6.110	
21	0	3/8	6.110	
21	1	1/4	6.509	
21	3	1/4	6.510	
23	9	3/4	6.577	
23	4	7/8	7.258	
24	1	7/8	7.363	
24	4	1/4	7.423	
26	5	1/2	8.065	
28	0	1/2	8.947	
28	5	1/8	8.665	
28	5	5/8	8.677	
29	2	1/4	8.876	
29	6	1/2	9.004	
30	8		9.347	
31	-		9.449	
31	5		9.576	
32	1	1/2	9.792	
32	3	1/2	9.801	
34	6	1/2	10.328	
34	9	5/8	10.608	
35	-		10.568	
35	5	1/2	10.757	
36	3		10.662	
36	4	3/8	11.090	
38	-	5/8	11.582	
38	0	3/8	11.592	
39	7	1/2	11.773	
39	9	3/4	11.930	
39	0	1/2	11.800	
42	-		12.192	
42	10		13.056	
43	10	1/4	13.367	
43	10	3/8	13.370	
43	11		13.386	
44	0	1/2	13.424	
45	11	1/4	14.002	
46	-		14.021	
46	8	1/8	14.227	
46	9	1/4	14.230	
47	11	7/8	14.527	
48	-		14.530	
49	11	7/8	13.237	
50	-		13.240	
50	3		15.316	
50	6	3/8	15.402	
50	11	3/4	15.550	
50	11	7/8	15.545	
52	5	3/4	15.996	
52	5	7/8	15.999	

By: RA:—	£	s.	d.
Lodgment	2	10	—
Endorsement	:	:	:
Certificate	:	:	:



J. 304334

R.P. 13A. No.

PH 2 : New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)



(Trusts must not be disclosed to
the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-erasing

EDINBURGH PTY. LIMITED., a company duly incorporate
the provisions of the Companies Act 1938 and having its
registered office at 53 Martin Place Sydney

a If a less estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)
being registered as the proprietor of an estate in fee simple" in the land hereinafter described, subject,
however, to such encumbrances, liens and interests as are notified hereunder, in consideration of
FIVE HUNDRED AND FIFTEEN POUNDS

(£ s15. 0. 0.) (the receipt whereof is hereby acknowledged), paid to by

JOHN ROBERT SPARKES and ALICE JEAN SPARKES

do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

JOHN ROBERT SPARKES of 4 MONASH STREET, WENTWORTHVILLE, BLUNDER

and ALICE JEAN SPARKES of the same address, ~~high school~~ School teacher

as tenants in common

... (herein called transferee)

• The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being also see D.L." or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol. ".

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1910, should accompany the transfer.

ALL such ~~its~~ Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only)
		Whole or Part.	Vol.	Plat.	
COLUMBIA	CASTLEBLEACH	PART	7956	1	BEING LOT 8631N DEPOSITED PLAT WITH DEEDING NO. 1433100 No 311571

100-442678-1000 to 1000-500
 100-442678-1000 to 1000-500

And that the transferee covenant with the transferor

Strike out if unnecessary, or
suitably adjust.

(i) If any covenants are to
be created or any excep-
tions to be made; or

(ii) If the statutory coven-
ants implied by the Act
are intended to be varied
or modified.

Covenants should comply with
the provisions of Section 85 of
the Conveyancing Act, 1919-
1954.

AND the transferees for themselves and their assigns covenant with
the transferor its successors and assigns for the benefit of any
adjoining land owned by the transferor but only during the
ownership thereof by the transferor its successors and assigns
other than transferees on sale that no fence shall be erected on the
property hereby sold to divide it from such adjoining land without
the consent of the transferor its successors or assigns, but such
consent shall not be withheld if such fence is erected without
expense to the transferor its successors or assigns and in favour
of any person dealing with the transferees or their assigns such
consent shall be deemed to have been given in respect of every
such fence for the time being erected. The land which is said
to bear the burden of this covenant is the land herein transferred.
The land to which the benefit of this covenant is appurtenant is
the balance of the land in Certificate of Title Volume 7065 Folio 1.
The persons by whom this restriction may be released varied or
modified are the registered proprietors for the time being of each
part of the land in Certificate of Title Volume 7065 Folio 1 as
adjoins the land herein transferred.

ENCUMBRANCES, &c., REFERRED TO:

* A very short note will suffice.

K 1155-2 S 1074-2

V.J. FLYNN & BOROSH.

Solicitors,

115 Kent Street, Sydney.

LODGED BY

EDINBURGH PLY. LIMITED.

154/155

53 Martin Place, Sydney

(Bridgman)

No.

J 304334

FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 6d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
 - (i) where a restrictive covenant is imposed; or
 - (ii) a new easement is created; or
 - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
 - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 - (ii) £2 10s. 6d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____
 7 _____

Received Docs.
 Nos.
 Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I,

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at

this

day of

19

Signed in my presence by

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
Checked by	Particulars entered in Register Book, Volume 8423 Folio 55
Passed (in S.D.B.) by	AM.P.D. the 15th day of October 1963 at 59 minutes past 11 o'clock in the forenoon.
Signed by	<i>[Signature]</i> Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Registry		
Draft written	<i>[Signature]</i>	24/10
Draft examined	<i>[Signature]</i>	25/10
2 Diagrams prepared	<i>[Signature]</i>	25/10
2 Diagrams examined	<i>[Signature]</i>	25/10
Draft forwarded	<i>[Signature]</i>	29/10/63
Supt. of Engravers		
Cancellation Clerk	<i>[Signature]</i>	29/10/63
Vol. 9559	Fol. 19	1963

F. J 450437 *[Signature]*

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 215298

Issue Date: 05 February 2021

Your Reference: 12727-#77459611#

Certificate No: 21/00482

Contact No:

Issued to: Infotrack
D X 578
SYDNEY

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: CASTLEREAGH

Location: 3 Coreen Avenue PENRITH NSW 2750

Land Description: Lot 85 DP 31157

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 10.7(2) of the Act the following information is furnished in respect of the abovementioned land:

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

1(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.64 - Advertising and Signage.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017.
State Environmental Planning Policy (Primary Production and Rural Development) 2019.
State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Housing Diversity) 2020 applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.

Draft State Environmental Planning Policy (Infrastructure) 2007 applies to the land.

Draft State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017 applies to the land.

1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

2 ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.

(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

**Zone R2 Low Density Residential
(Penrith Local Environmental Plan 2010)**

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote the desired future character by ensuring that development reflects features or qualities of traditional detached dwelling houses that are surrounded by private gardens.
- To enhance the essential character and identity of established residential areas.
- To ensure a high level of residential amenity is achieved and maintained.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Shop top housing; Tank-based aquaculture

4 Prohibited

Any development not specified in item 2 or 3

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 9: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 10: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 11: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

2(g) whether the land is in a conservation area (however described):

(Information is provided in this section only if the land is in a conservation area (however described).)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

2(h) whether an item of environmental heritage (however described) is situated on the land:

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

***2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY
(SYDNEY REGION GROWTH CENTRES) 2006***

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

3 COMPLYING DEVELOPMENT

HOUSING CODE

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

LOW RISE HOUSING DIVERSITY CODE

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land if the land is within one of the abovementioned zones.

GREENFIELD HOUSING CODE

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may** be carried out on the land.

DEMOLITION CODE

Complying development under the Demolition Code **may** be carried out on the land.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land.

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

4 COASTAL PROTECTION

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

5 MINE SUBSIDENCE

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 ROAD WIDENING AND ROAD REALIGNMENT

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) an environmental planning instrument, or
- (c) a resolution of council.

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) if such uses are permissible on the land. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for any other purpose not referred to in (1) above. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

8 LAND RESERVED FOR ACQUISITION

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 CONTRIBUTIONS PLANS

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

9A BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

10 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

10A NATIVE VEGETATION CLEARING SET ASIDES

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

11 BUSH FIRE PRONE LAND

Some of the land is identified as bush fire prone land according to Council records. Guidance as to restrictions that may be placed on the land as a result of the land being bush fire prone can be obtained by contacting Council. Such advice would be subject to further requirements of the NSW Rural Fire Services.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.)

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

18 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

NOTE: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

20 LOOSE FILL ASBESTOS INSULATION

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the Home Building Act 1989))

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware of any "affected building notice" and/or a "building product rectification order" in force for the land).

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

***22 STATE ENVIRONMENTAL PLANNING POLICY – WESTERN SYDNEY AEROTROPOLIS
2020***

The land may be subject to additional planning considerations under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020):

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Affected by the Lighting Intensity and Wind Shear Map	No
(c)	Affected by the Obstacle Limitation Surface Map	No
(d)	Affected by the "public safety area" on the Public Safety Area Map	No
(e)	Within the "3km zone" or the "13km zone" of the Wildlife Buffer Zone Map	No

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by relevant government departments.

10.7(5) Certificate

**This Certificate is directed to the following
relevant matters affecting the land**

When information pursuant to section 10.7(5) is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 10.7(6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate.

Note:

- Council's 10.7(5) information does not include development consent or easement information. Details of development consents may be obtained by making enquiries with Council's Development Services Department pursuant to section 12 of the Local Government Act 1993 or (for development applications lodged after January 2007) by viewing the Online Services area at www.penrithcity.nsw.gov.au. Details of any easements may be obtained from a Title Search at Land and Property Information New South Wales.
- This certificate does not contain information relating to Complying Development Certificates.
- This certificate may not provide full details of development rights over the land.

*** Biodiversity Conservation Act 2016**

When considering any development application Council must have regard to the Biodiversity Conservation Act 2016. Please note that this legislation may have application to any land throughout the city. Interested persons should make their own enquiries in regard to the impact that this legislation could have on this land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

*** Preservation of Trees and Vegetation**

See Chapter C2 of Penrith Development Control Plan 2014 for specific controls relating to the preservation of trees and vegetation.

*** Development Control Plan General Information**

Penrith Development Control Plan 2014 which applies to the land, sets out requirements for a range of issues that apply across the Penrith Local Government Area, including:

- Site Planning and Design Principles
- Vegetation Management
- Water Management
- Land Management
- Waste Management
- Landscape Design
- Culture and Heritage
- Public Domain
- Advertising and Signage
- Transport, Access and Parking
- Subdivision
- Noise and Vibration, and
- Infrastructure and Services.

The Development Control Plan also specifies requirements relating to various types of land uses including:

- Rural Land Uses
- Residential Development
- Commercial and Retail Development, and
- Industrial Development

as well as for a number of specific activities, including child care centres; health consulting rooms; educational establishments; parent friendly amenities; places of public worship; vehicle repair stations; cemeteries, crematoria and funeral homes; extractive industries; and telecommunication facilities.

The Development Control Plan also details requirements relating to key precincts within the Penrith Local Government Area, including:

- Caddens
- Claremont Meadows Stage 2
- Cranebrook
- Emu Heights
- Emu Plains
- Erskine Business Park
- Glenmore Park
- Kingswood
- Mulgoa Valley
- Orchard Hills
- Penrith
- Penrith Health and Education Precinct
- Riverlink Precinct

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

- St Clair,
- St Marys / St Marys North, and
- Sydney Science Park.

Penrith Development Control Plan 2014 may be accessed at
<https://www.penrithcity.nsw.gov.au/Building-and-Development/Planning-and-Zoning/Planning-Controls/Development-Control-Plans/>

**Warwick Winn
General Manager**

PER



Please note:

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.

3 February 2021

Infotrack Pty Limited

Reference number: 8000411896

Property address: 3 Coreen Ave Penrith NSW 2750

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

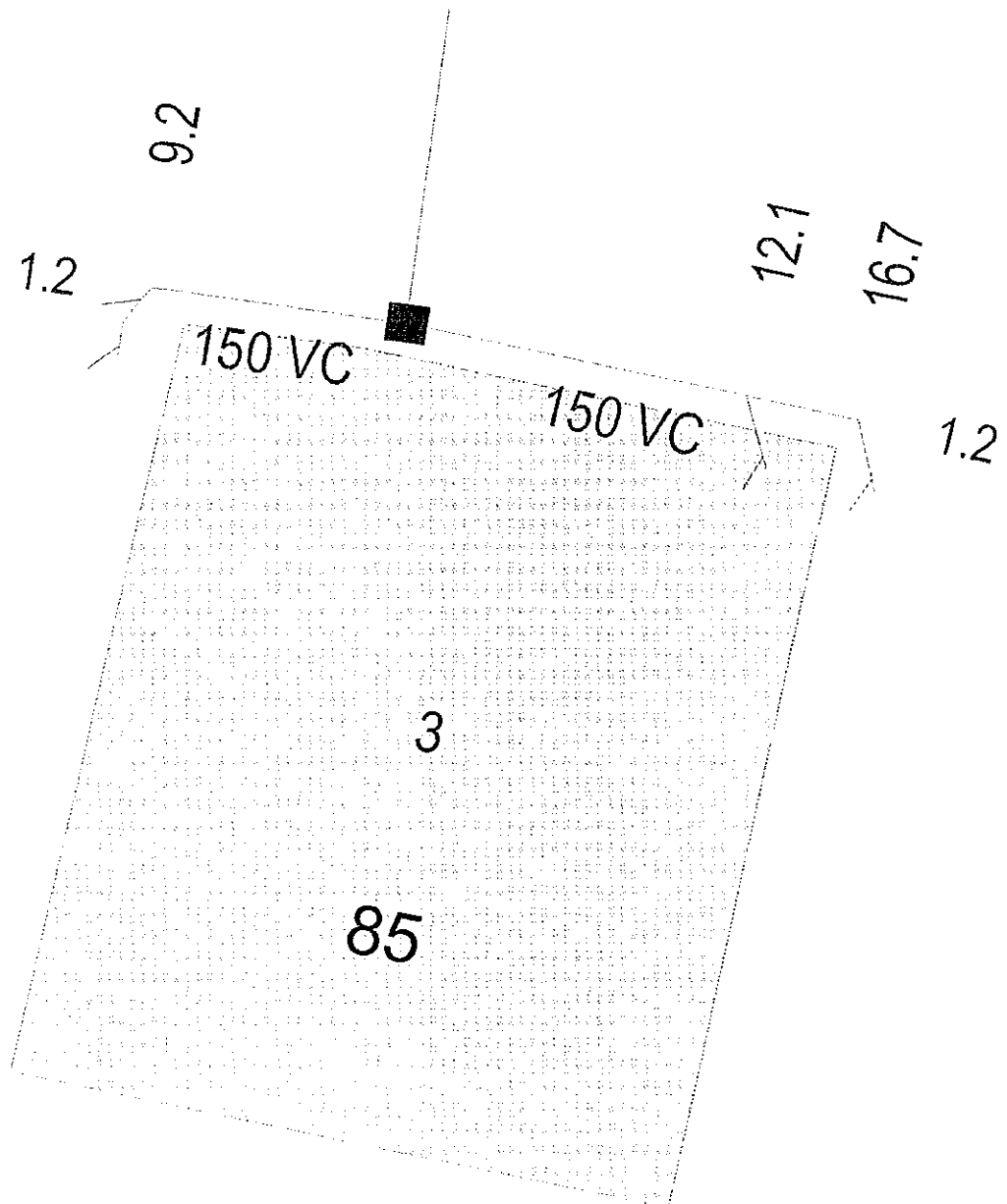
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers

Service Location Print
Application Number: 8000411897



Document generated at 03-02-2021 12:30:42 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to Invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as Indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a Sewer service diagram.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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Revenue

Enquiry ID	3410341
Agent ID	81429403
Issue Date	03 Feb 2021
Correspondence ID	1719383562
Your reference	12727

INFOTRACK PTY LIMITED

DX Box 578
SYDNEY

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D31157/85	3 COREEN AVE PENRITH 2750	\$346 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7608 6906
Help in community languages is available.